

SANFORD DAVID SMITH

VERSUS

**WAL-MART, INC., ADAMS
MANUFACTURING AND THEIR
UNKNOWN INSURERS**

DOCKET NO: 636,278-B

1ST JUDICIAL DISTRICT COURT

CADDO PARISH, LOUISIANA

PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, comes and appears **SANFORD DAVID SMITH**, (hereinafter referred to as "Petitioner"), a person of full age of majority, domiciled in Shreveport, Caddo Parish, Louisiana, who with respect represents the following:

1.

Made defendants herein are the following to wit:

- 1) **WAL-MART, INC.**, its employees and representatives, a foreign corporation license to and doing business in the State of Louisiana, whose Agent for Service of Process is **CT CORPORATION SYSTEM**, located at 3867 Plaza Tower Drive, Baton Rouge, LA 70816;
- 2) **WAL-MART, INC. UNKNOWN INSURER**;
- 3) **ADAMS MANUFACTURING**, its employees and representatives, a foreign corporation license to and doing business in the State of Louisiana, whose address is 109 West Park Road Portersville, PA 16051-2209, whose President is Robert C. Morgan; whose Agent for Service of Process is **CT CORPORATION SYSTEM**, located at 3867 Plaza Tower Drive, Baton Rouge, LA 70816; and
- 4) **ADAMS MANUFACTURING UNKNOWN INSURER**.

2.

Petitioner, **SANFORD DAVID SMITH**, avers that on April 3, 2021, he visited the defendants' facility, number 3868, located at 1125 Shreveport-Barksdale Highway, in Shreveport, Caddo Parish, Louisiana, to obtain his COVID vaccination at the Pharmacy. Petitioner further avers that he was instructed to sit in a chair at defendants' facility.

3.

Petitioner avers that upon sitting in the defendant's chair, the chair collapsed and broke; causing him to fall to the floor, injuring his body and causing personal injuries for which he was and continues to be treated for.

4.

Petitioner further avers that upon information and belief that the chair he was instructed to sit in that collapsed and broke, causing the fall and his injuries, was co-owned by both defendants.

5.

Petitioner avers that both defendants were grossly negligent and liable for causing his fall and injuries by maintaining a defective and dangerous chair that they knew or should have known that it was dangerous and defective, which would collapse and break causing his fall and injuries to him and the using public.

6.

Petitioner avers that defendants owned and controlled the dangerous and defective chair that he was instructed to sit in. That defendants were solely responsible for the care, custody, control, and maintenance of the chairs located in its store.

7.

Petitioner avers he did nothing to cause or contribute to his fall and injuries on April 3, 2021. Further responding that his fall and injuries were due to the sole fault and gross negligence of defendants for maintaining a dangerous and defective chair.

8.

Petitioner further avers that defendants, WAL-MART, INC. and ADAM MANUFACTURING, was either self-insured and/or had in force and effect a liability insurance policy, by an *unknown insurer*, that insured them against the type of damages sued upon and therefore has a direct cause of action against the *unknown insurers*.

9.

Petitioner avers that defendants, their employees and their *unknown insurers* are strictly and grossly negligently liable for all injuries and damages sustained.

10

Petitioner further avers that defendants, WAL-MART, INC. and ADAM MANUFACTURING, and their employees, were grossly negligent in the following non-exclusive manners, to wit:

- a) Maintaining a dangerous and defective chairs for customers to sit in;
- b) Failing to timely and appropriately inspect their chairs;

- c) Failure to have inspected the dangerous and defective chair and preventing Petitioner from sitting in it;
- d) Failure to remove the dangerous and defective chair from the public sitting area;
- e) Failure to repair the dangerous and defective chair before Petitioner was instructed to sit in it; and
- f) Failure to replace the dangerous and defective chair, preventing Petitioner from sitting in it.

11.

Petitioner avers that he has suffered and sustained the following general and special damages, which he is entitled to receive an amount calculated to adequately compensate him for the injuries and damages he sustained:

- a) Past, present, and future physical pain and suffering;
- b) Past, present, and future medical expenses;
- c) Past, present, and future fear, fright, and mental anguish and distress; and
- d) Loss of enjoyment of life.

12.

Petitioner avers that it will be necessary to use medical witnesses and/or experts at the trial of his case, and their fees together, with any expense for taking of their depositions, should be fixed and taxed as court costs.

13.

Petitioner avers that an amicable demand has been made without avail.

WHEREFORE, PETITIONER PRAYS that after due proceeding there be judgment herein in favor of Petitioner, **SANFORD DAVID SMITH** and against defendants, **WAL-MART, INC., ADAMS MANUFACTURING, and THEIR UNKNOWN INSURERS**, for all general and special damages sued for with legal interest thereon from date of judicial demand and for all costs of the suit, including expert witness fees and the cost for taking their depositions.

PETITIONER FURTHER PRAYS that all medical and expert witness fees be taxed as court costs.

PETITIONER FURTHER PRAYS for all other general and equitable relief.

RESPECTFULLY SUBMITTED,

DAVIS LAW OFFICE, LLC

A Professional Law Office

4050 Linwood Avenue

Shreveport, LA 71108

Telephone: (318) 621-9400

Facsimile: (318) 636-7759

Email: SPDavisSr@Comcast.net

and Adm.Assist@SPDavisLaw.com

By: 

S.P. Davis, Sr., LBR #4741

Kharmen Davis-Taylor, LBR #33085

Attorneys for **SANFORD DAVID SMITH**

PLEASE SERVE:

- 1) **WAL-MART INC.**
thru its Agent for Service of Process
CT CORPORATION SYSTEM
3867 Plaza Tower Drive
Baton Rouge, LA 70816
- 2) **UNKNOWN INSURER**
- 3) **ADAMS MANUFACTURING**
thru its Agent for Service of Process
CT CORPORATION SYSTEM
3867 Plaza Tower Drive
Baton Rouge, LA 70816
- 4) **UNKNOWN INSURER**

SANFORD DAVID SMITH

DOCKET NO: _____

VERSUS

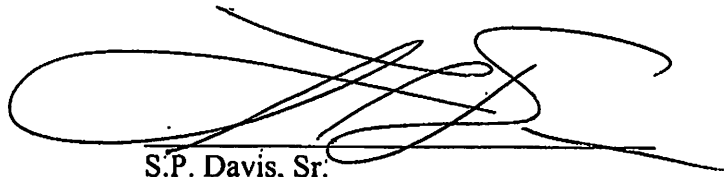
1ST JUDICIAL DISTRICT COURT

**WAL-MART, INC., ADAMS
MANUFACTURING AND THEIR
UNKNOWN INSURERS**

CADDO PARISH, LOUISIANA

CERTIFICATE

I certify I have reviewed with my client the matter contained herein, that inquiry had been made by me or at my direction and to the best of my knowledge, information and belief the information presented to the court is true and correct.



S.P. Davis, Sr.

DAVIS LAW OFFICE, LLC.
A Professional Law Corporation
4050 Linwood Avenue
Shreveport, Louisiana 71108
Telephone: (318) 621-9400
Facsimile: (318) 636-7759
Email: *SPDavisSr@Comcast.net* and
Adm.Assist@SPDavisLaw.com

SANFORD DAVID SMITH

DOCKET NO: _____

VERSUS

1ST JUDICIAL DISTRICT COURT

**WAL-MART, INC., ADAMS
MANUFACTURING AND THEIR
UNKNOWN INSURERS**

CADDO PARISH, LOUISIANA

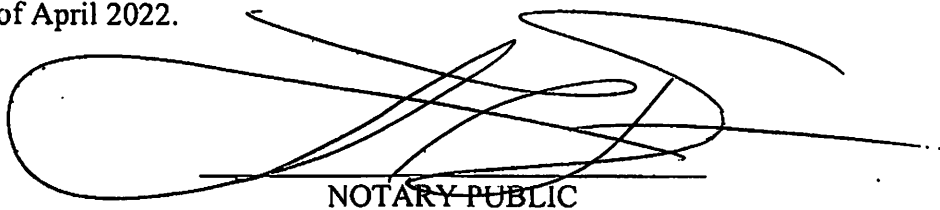
VERIFICATION

BEFORE ME, the undersigned authority came and appeared, **SANFORD DAVID SMITH**, to me personally known and after being duly sworn and stated:

- 1) That SANFORD DAVID SMITH is the petitioner in the above lawsuit;
- 2) That he has read the averments thereof and to the best of his knowledge and belief that they are all correct.


SANFORD DAVID SMITH

THUS DONE AND SIGNED in my office in Shreveport, Caddo Parish, Louisiana, this
____/____ day of April 2022.


NOTARY PUBLIC

Citation with Discovery

SANFORD DAVID SMITH
VS
WALMART INC ETAL

NO. 636278-B
STATE OF LOUISIANA
PARISH OF CADDO
FIRST JUDICIAL DISTRICT COURT

THE STATE OF LOUISIANA, TO: WALMART INC
THRU CT CORPORATION SYSTEM, AGENT
3867 PLAZA TOWER DRIVE
BATON ROUGE, LA 70816

YOU HAVE BEEN SUED.

Attached to this Citation is a certified copy of the Petition.* The petition tells you what you are being sued for.

You must EITHER do what the petition asks, OR, within THIRTY (30) days after you have received these documents, you must file an answer or other legal pleadings in the Office of the Clerk of this Court at the Caddo Parish Court House, 501 Texas Street, Room 103, Shreveport, Louisiana.

If you do not do what the petition asks, or if you do not file an answer or legal pleading within THIRTY (30) days, a judgment may be entered against you. Please be aware of Act 174 of the 2021 regular session of the Louisiana Legislature which changed delays for answering. The full text of this bill can be found at <https://legis.la.gov/legis/BillInfo.aspx?i=239989>.

This Citation was issued by the Clerk of Court for Caddo Parish, on this date April 5, 2022.

*Also attached are the following:

MIKE SPENCE, CLERK OF COURT

REQUEST FOR ADMISSIONS OF FACTS

XX INTERROGATORIES

XX REQUEST FOR PRODUCTION OF DOCUMENTS

By: _____


Deputy Clerk

S P DAVIS

Attorney

A TRUE COPY -- ATTEST


Deputy Clerk

These documents mean you have been sued. Legal assistance is advisable, and you should contact a lawyer immediately. If you cannot find a lawyer, please go to www.shreveportbar.com and click on the Lawyer Referral Service link, or go to the Shreveport Bar Center on the third Monday of each month from 5:30 - 7:30 for a free seminar. If eligible, you may be entitled to legal assistance at no cost to you through Shreveport Bar Legal Aid. Please call 318-222-7186 for more information.

If you are a person with a disability, please contact the Clerk of Court's office for information regarding accommodation and assistance.

SERVICE COPY



**Service of Process
Transmittal**

04/14/2022
CT Log Number 541403629

TO: KIM LUNDY- EMAIL
Walmart Inc.
GLOBAL GOVERNANCE/CENTRAL INTAKE, 2914 SE I STREET MS#0200
BENTONVILLE, AR 72712-3148

RE: Process Served in Louisiana

FOR: WALMART INC. (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Re: SMITH SANFORD DAVID // To: WALMART INC.
Name discrepancy noted.

DOCUMENT(S) SERVED: Citation, Petition, Certificate(s), Attachment(s), Request(s), Order(s),
Interrogatories and Request(s)

COURT/AGENCY: 1st Judicial District Court - Parish of Caddo, LA
Case # 636278B

NATURE OF ACTION: Personal Injury - Slip/Trip and Fall - 04/03/2021, Facility No. 3868 located at 1125
Shreveport-Barksdale Highway, Shreveport, LA

ON WHOM PROCESS WAS SERVED: C T Corporation System, Baton Rouge, LA

DATE AND HOUR OF SERVICE: By Process Server on 04/14/2022 at 08:40

JURISDICTION SERVED : Louisiana

APPEARANCE OR ANSWER DUE: Within 30 days after receipt (Document(s) may contain additional answer dates)

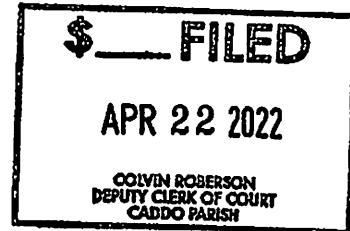
ATTORNEY(S) / SENDER(S): S.P. Davis, Sr.
Davis Law Office, LLC
4050 Linwood Avenue
Shreveport, LA 71108
318-621-9400

ACTION ITEMS: CT has retained the current log, Retain Date: 04/14/2022, Expected Purge Date:
04/24/2022

Image SOP

REGISTERED AGENT ADDRESS: C T Corporation System
3867 Plaza Tower Dr.
Baton Rouge, LA 70816
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



SANFORD DAVID SMITH

NUMBER: 636,278-B

VERSUS

1ST JUDICIAL DISTRICT COURT

WAL-MART, INC., ET AL.

CADDO PARISH, LOUISIANA

ANSWER TO PETITION FOR DAMAGES

NOW INTO COURT, through undersigned counsel, come defendants, WAL-MART, INC. and WAL-MART LOUISIANA, LLC ("defendants"), who in response to the allegations of the Petition for Damages filed by plaintiff, SANFORD DAVID SMITH ("plaintiff"), deny each and every allegation contained therein, except as specifically admitted hereinafter. And now, responding to the separately numbered allegations of plaintiff's petition for damages, defendants respond as follows:

ANSWER TO PETITION FOR DAMAGES

1.

Defendants admit that Wal-Mart, Inc. is named as a defendant. In further answering, defendants aver that the entity which owns and operates the store where the incident allegedly occurred is Wal-Mart Louisiana, LLC. Defendants deny the remaining allegations for lack of knowledge or information sufficient to form a belief as to their truth.

2.

Defendants deny the allegations of paragraph 2.

3.

Defendants deny the allegations of paragraph 3.

4.

Defendants deny the allegations of paragraph 4.

5.

Defendants deny the allegations of paragraph 5.

6.

Defendants deny the allegations of paragraph 6.

7.

Defendants deny the allegations of paragraph 7.

8.

Defendants deny the allegations of paragraph 8.

9.

Defendants deny the allegations of paragraph 9.

10.

Defendants deny the allegations of paragraph 10 and each of its subparts.

11.

Defendants deny the allegations of paragraph 11 and each of its subparts.

12.

Defendants deny the allegations of paragraph 12.

13.

Defendants deny the allegations of paragraph 13.

IN FURTHER ANSWERING, defendants affirmatively plead as follows:

14.

Defendants affirmatively plead the fault of plaintiff as the sole cause of the damages complained of by him. Plaintiff failed to keep a proper lookout and to observe his surroundings, and to exercise reasonable care for the safety and protection of his own person.

15.

In the alternative, defendants affirmatively plead the comparative fault of plaintiff or third persons. To the extent any fault is allocated to plaintiff or third persons, any damages awarded against defendants, the right to which is denied, should be reduced in proportion to the fault of plaintiff or third persons.

16.

Defendants affirmatively plead the fault of third persons for whom defendants are not responsible and whose fault may have caused or contributed to the damages plaintiff claims to have suffered.

17.

Defendants affirmatively plead plaintiff's failure to mitigate his damages.

18.

Defendants allege, without admitting any liability whatsoever, that any acts or omissions of defendants were superseded by the acts or omissions of others, including those of plaintiff or third persons, all of which were independent, intervening and superseding causes of all alleged injury, damage or loss.

19.

Subject to further investigation and discovery, plaintiff's claims may have prescribed under applicable statutes of limitation.

20.

Defendants show that if any of the medical expenses claimed by plaintiff in this case have been paid pursuant to Medicare and/or Medicaid, then pursuant to 42 U.S.C. § 1395(v)(b)(B)(ii)(b)(a) and La. R.S. 46:153(E), plaintiff have no cause of action for recovery of any such medicals paid by Medicare and/or Medicaid as the acceptance of payment by or on behalf of plaintiff constitutes a complete assignment of rights to said entities for recovery of those benefits.

21.

Defendants show that they are entitled to a credit for any medical expenses discounted or mark down by any provider pursuant to an agreement with plaintiff or plaintiff's counsel and with regard to any mark down or discount resulting from health

insurance payments or pursuant to a health insurance contract under the Balanced Billing Act, La. R.S. 22:1874.

22.

Defendants are entitled to a reduction in the amount for which they may be held liable in judgment in accordance with the degree or percentage of fault and/or negligence attributable to plaintiff, or to any and all other persons and legal entities, including those which may be or are released by settlement, bankruptcy, or otherwise, all in accordance with the laws of indemnity, comparative negligence, subrogation, and/or contribution.

23.

Defendants show that they are entitled to a credit for any medical expenses discounted or marked down by any healthcare provider who paid such expenses on behalf of or to plaintiff pursuant to the Louisiana Workers' Compensation Act.

24.

Defendants show that if any of the medical expenses claimed by plaintiff in this case have been paid pursuant to a health insurance issuer or Medicare, then pursuant to La. R.S. 9:2800.27 (part of the Civil Justice Reform Act of 2020), plaintiff's recovery of medical expenses is limited to the amount actually paid to the contracted medical provider by the health insurance issuer or Medicare, and any applicable cost sharing amounts paid or owed by the claimant, and not the amount billed.

25.

Defendants reserve the right to assert additional affirmative defenses based upon further investigation and discovery.

26.

Defendants are entitled to and pray for a trial by jury as to all issues triable by a jury.

WHEREFORE, defendants, WAL-MART, INC. and WAL-MART LOUISIANA, LLC, respectfully pray the above and foregoing answer be deemed good and sufficient;

and that following due proceedings had, there be judgment herein in favor of defendants and against plaintiff, rejecting and dismissing the claims and demands of the plaintiff at plaintiff's cost.

DEFENDANTS FURTHER PRAY for all general and equitable relief.

DEFENDANTS FURTHER PRAY for a jury trial as to all issues triable by a jury.

BLANCHARD, WALKER, O'QUIN & ROBERTS
(A Professional Law Corporation)

By: 

Scott R. Wolf, La. Bar #28277

700 Regions Bank Tower
Post Office Drawer 1126
Shreveport, Louisiana 71163-1126
Telephone: (318) 221-6858
Telecopier: (318) 227-2967

ATTORNEYS FOR DEFENDANTS,
WAL-MART, INC. and
WAL-MART LOUISIANA, LLC

CERTIFICATE OF SERVICE

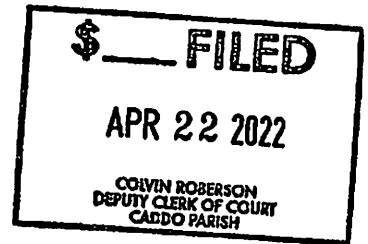
I HEREBY CERTIFY that a copy of the above and foregoing Answer to Petition for Damages has this date been served upon the following parties by placing same in the United States Mail, postage paid.

Mr. S.P. Davis, Sr.
DAVIS LAW OFFICE, LLC
4050 Linwood Avenue
Shreveport, LA 71108
Attorneys for Plaintiff

Shreveport, Louisiana, this 22nd day of April, 2022.



OF COUNSEL



SANFORD DAVID SMITH

NUMBER: 636,278-B

VERSUS

1ST JUDICIAL DISTRICT COURT

WAL-MART, INC., ET AL.

CADDO PARISH, LOUISIANA

REQUEST FOR NOTICE OF TRIAL AND JUDGMENT

NOW INTO COURT, through undersigned counsel, come the defendants, WAL-MART, INC. and WAL-MART LOUISIANA, LLC ("defendants"), who request that they be given at least ten (10) days' written notice in advance in accordance with Article 1571 and 1572 of the Louisiana Code of Civil Procedure, of the date that this case is to be fixed for hearing or trial, and pursuant to Articles 1913 and 1914 of the Louisiana Code of Civil Procedure, of all final and interlocutory judgments.

BLANCHARD, WALKER, O'QUIN & ROBERTS
(A Professional Law Corporation)

By: 

Scott R. Wolf, La. Bar #28277

700 Regions Bank Tower
Post Office Drawer 1126
Shreveport, Louisiana 71163-1126
Telephone: (318) 221-6858
Telecopier: (318) 227-2967

ATTORNEYS FOR DEFENDANTS,
WAL-MART, INC. and
WAL-MART LOUISIANA, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above and foregoing Request for Notice of Trial and Judgment has this date been served upon the following parties by placing same in the United States Mail, postage paid.

Mr. S.P. Davis, Sr.
DAVIS LAW OFFICE, LLC
4050 Linwood Avenue
Shreveport, LA 71108
Attorneys for Plaintiff

Shreveport, Louisiana, this 22nd day of April, 2022.



OF COUNSEL